

AMENDMENT NUMBER ONE
TO AN AGREEMENT
BETWEEN
THE CITY OF FRISCO, TEXAS (CITY)
AND
BURGESS AND NIPLE, INC. (CONSULTANT)
FOR
ENGINEERING
DESIGN SERVICES

Made as of the _____ day of _____ in the year Two Thousand Ten:

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5400
Facsimile: (972) 295-5016

and the Consultant: **Burgess and Niple, Inc.**
11117 Shady Trail
Dallas, Texas 75229-4646
Telephone: (972) 620-1255
Facsimile: (972) 620-8028

for the following Project: **Cottonwood Creek Sanitary Sewer Improvements**

The City and Consultant agree as set forth below.

THIS AMENDMENT NUMBER ONE is made and entered by and between the City of Frisco, Texas, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and Burgess and Niple, Inc., hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as the "Amendment Number One."

WHEREAS, the City and GSWW, Inc., hereinafter referred to as "Assignor," entered into that certain agreement for professional services to design and/or prepare construction documents for the Cottonwood Creek Sanitary Sewer Improvements, dated

December 16, 2008, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Agreement;" and

WHEREAS, the City, Assignor and Consultant entered into that certain Novation Agreement, documenting the city's written authorization allowing Consultant to assume all obligations and liabilities of, and all claims against the Assignor under the Agreement, dated June 29, 2009, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as to the "Novation Agreement;" and

WHEREAS, the City and Consultant desire to amend the Agreement for the purpose of extending the scope of the Project (defined in the Agreement); revising the Consultant's Fee (defined in the Agreement) to include the provision of the Additional Services; revising the percentage of the final payment of the Consultant's Fee (defined in the Agreement) allocated towards the completion of the Project Record Documents; referencing the Additional Services for the Project in relation to the City's reimbursement of the Consultant's Direct Expenses for the Project; referencing the Additional Services for the Project in relation to the Consultant's submission of invoices to the City for work on the Project; referencing the Additional Services in relation to the City's ownership of the Project Record Documents; and revising the contact information for the City (defined in the Agreement) that Consultant is to deliver all notices and communications permitted or required under the Agreement, which Agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as "Amendment Number One;" and

WHEREAS, the City and Consultant desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant do mutually agree as follows:

1. **Additional Project Services**. City and Consultant agree that this Amendment Number One amends the Agreement for the purpose of, among other things, establishing additional Project services to be performed by Consultant, as more particularly described in the following exhibits, attached hereto and incorporated herein for all purposes:
 - a. Exhibit "H," Scope of Additional Services, dated January 29, 2010.
 - b. Exhibit "I," Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated January 29, 2010

2. **Amendment to Agreement, Article 1, Section 1.2, Scope of Services.** Article 1, Section 1.2 of the Agreement is hereby amended as follows:

"1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," **and Exhibit "H,"** which **is are** attached and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," **and Exhibit "H,"** in the form of written change orders, may be authorized from time to time by the City."

3. **Amendment to Agreement, Article 1, Section 1.3, Schedule of Work.** Article 1, Section 1.3 of the Agreement is hereby amended as follows:

"1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B" **and the Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated January 29, 2010, attached hereto as Exhibit "I"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than **July 30, 2010 January 31, 2011.**"

4. **Amendment to Agreement, Article 3, Section 3.1, Compensation for Consultant's Services.** Article 3, Section 3.1 of the Agreement is hereby amended as follows:

"3.1 **Compensation for Consultant's Services** – As described in "Article 1 – Consultant's Services, compensation for this Project shall be on a Lump Sum basis, for an amount not to exceed ~~Thirty Seven Thousand Five Hundred Fifty and 00/100 Dollars (\$37,550.00)~~ **Seventy-Three Thousand Fifty and 00/100 Dollars (\$73,050.00)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B," **and the Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated January 29, 2010, attached hereto as Exhibit "I."**"

5. **Amendment to Agreement, Article 3, Section 3.1.1, Completion of Record Documents.** Article 3, Section 3.1.1 of the Agreement is hereby amended as follows:

"3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be

completed, submitted to, and accepted by the City prior to the payment of the final ~~five percent (5%)~~ **two and one-half percent (2.5%)** of the Consultant's Fee, or One Thousand Eight Hundred Seventy-Eight and 00/100 Dollars (\$1,878.00). The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement."

6. **Amendment to Agreement, Article 3, Section 3.1.4.6, TDLR Notice of Substantial Compliance.** Article 3, Section 3.1.4.6 of the Agreement is hereby amended as follows:

"3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed Project has had a satisfactory inspection, or Consultant has submitted verification of corrective modifications. City and Consultant agree that the ~~final five percent (5%)~~ **two and one-half percent (2.5%)** of Consultant's Fee, or One Thousand Eight Hundred Seventy-Eight and 00/100 Dollars (\$1,878.00) shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project."

7. **Amendment to Agreement, Article 3, Section 3.2, Direct Expenses.** Article 3, Section 3.2 of the Agreement is hereby amended as follows:

"3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual and reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," **and the Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated January 29, 2010 as set forth in Exhibit "I,"** and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to the submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however, this shall not be the City's sole and exclusive remedy for said over-payment."

8. **Amendment to Agreement, Article 3, Section 3.4, Invoices.** Article 3, Section 3.4 of the Agreement is hereby amended as follows:

"3.4 **Invoices** – No payment to Consultant shall be made until the Consultant tenders an invoice to the City. The Consultant shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon completion of each individual task listed in Exhibit "B:" **and Exhibit "I."** On all submitted invoices for services rendered and work completed on a monthly basis, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background materials shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipt and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges."

9. **Amendment to Agreement, Article 4, Section 4.1, Documents Property of the City.** Article 4, Section 4.1 of the Agreement is hereby amended as follows:

"4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A:" **and Exhibit "H."** Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" **and Exhibit "H"** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the City's own risk."

10. **Amendment to Agreement, Article 11, Notices.** Article 11 of the Agreement is hereby amended as follows:

"...

...ARTICLE 11...
...NOTICES...

...Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to the City at the following addresses:

Cissy Sylo, P.E. Paul Knippel, P.E.

Director of Engineering Services
Engineering Services Department
City of Frisco
6101 Frisco Square Boulevard
Frisco, Texas 75034

City agrees that all notices or communications to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

Lowell D. Degroot, P.E.

Project Manager

GSWW, Inc. Burgess and Niple, Inc.

11117 Shady Trail
Dallas, Texas 75229-4646

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving such notice of such change to the other party in accordance with the provisions of this Agreement."

10. **Amendment to Agreement, Exhibit "B," Compensation Schedule / Project Billing / Project Budget.** Exhibit "B" of the Agreement is hereby amended as follows:

"I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY. ...

...		
MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
December 2, 2008	--	City executes Agreement and Issues Notice to Proceed to Consultant.
December 16, 2008	--	Consultant's receipt of fully executed Agreement.

...

...

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
March 20, 2009	\$ 800.00	Task One, Project Data Collection (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
March 20, 2009	\$ 13,000.00	Task Seven, Surveying Services (Portion of services required for Project design) (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
March 20, 2009	\$ 2,020.00	Task Eight, Geotechnical Services (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
April 24, 2009	\$ 3,000.00	Task Two, Preliminary Design (35% Preliminary Design) (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
May 22, 2009	\$ 6,500.00	Task Two, Preliminary Design (65% Preliminary Design) (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
May 22, 2009	\$ 1,800.00	Task Two, Preliminary Design (Structural Services for Design) (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
June 12, 2009	\$ 4,352.00	Task Two, Preliminary Design (95% Preliminary Design) (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).

...

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
August 14, 2009 <u>May 31, 2010</u>	\$ 1,500.00	Task Three, Final Design (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
August 14, 2009	\$ 1,200.00	Task Seven, Surveying Services (Easement Exhibits) (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
December 4, 2009 <u>June 30, 2010</u>	\$ 1,000.00	Task Four, Bid Phase Services (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
January 8, 2010 <u>December 31, 2010</u>	\$ 500.00	Task Five, Construction Administration Services (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
July 30, 2010 <u>January 31, 2011</u>	\$ 1,878.00 (5% of Consultant's Fee)	Task Four, Completion of Record Documents.
TOTAL		
CONSULTANT'S FEE	\$ 37,550.00	--
(NOT-TO-EXCEED)		

11. **Complete Agreement.** This Amendment Number One, including the exhibits attached hereto and labeled "H" and "I," both of which are incorporated herein for all purposes, constitutes the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Amendment Number One may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. Exhibits "H-I" are attached hereto and made a part of the Agreement and this Amendment Number One.
12. **Counterparts.** This Amendment Number One may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all of such counterparts shall, collectively, constitute one Amendment Number One. A facsimile signature will also be deemed to constitute an original if properly executed.

13. **Controlling Agreement.** To the extent any provision contained herein conflicts with the Agreement, the provisions contained herein shall supersede such conflicting provisions contained in the Agreement.
14. **Defined Terms / Ratification of Agreement and Novation Agreement.** Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Agreement. Except as expressly amended hereby, all of the terms, provisions, covenants and conditions of the Agreement and the Novation Agreement are hereby ratified and confirmed and shall continue in full force and effect.
15. **Authority to Execute.** The individuals executing this Amendment Number One represent and warrant that they are empowered and duly authorized to so execute this Amendment Number One on behalf of the parties they represent.
16. **Entire Agreement / Novation Agreement / Amendment Number One.** This Amendment Number One, the Agreement and the Novation Agreement embody the entire agreement by and between the parties regarding the subject matter hereof. There are no oral understandings or arrangements between the parties regarding the subject matter hereof.
17. **Venue.** The Agreement, the Novation Agreement and Amendment Number One shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
18. **Assignment.** This Amendment Number One may not be assigned except as authorized in the Agreement.
19. **Appropriation of Funds.** Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2009-2010 fiscal year. City will give Consultant sixty (60) days notice if funds for City's performance are no longer budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of the City's 2009-2010 fiscal year unless and until such funds are budgeted.

IN WITNESS HEREOF, the parties have executed this Amendment Number One to the Agreement, and caused this Amendment Number One to be effective on the latest day as reflected by the signatures below.

CITY

The City of Frisco, Texas

By: _____

Name: George Purefoy

Title: City Manager

CONSULTANT

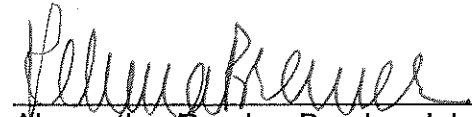
Burgess and Niple, Inc.

By: 

Name: Dr. Steven D. Sanders, P.E.

Title: Vice President

APPROVED AS TO FORM:


Abernathy, Roeder, Boyd and Joplin, P.C.

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2010.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS:

COUNTY OF DALLAS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED STEVEN D. SANDERS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF FEBRUARY, 2010.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 07-09-13

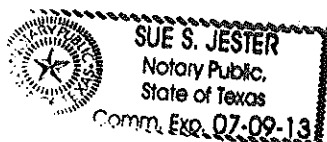


EXHIBIT "H"
SCOPE OF ADDITIONAL SERVICES, DATED JANUARY 29, 2010

**Amendment Number One to an Agreement
by and between the City of Frisco, Texas (City)
and Burgess and Niple, Inc. (Consultant)
for the Cottonwood Creek Sanitary Sewer Improvements (Project)**

I. PROJECT DESCRIPTION.

The Project involves replacement of approximately 700 LF of 18-inch sanitary sewer main to include a piered creek crossing near North County Road and Cottonwood Creek.

II. TASK SUMMARY, ADDITIONAL BASIC SERVICES.

- A. **Task Nine, Design Modifications** – Consultant shall revise the Project design to incorporate the work as defined in Task Ten, Additional Engineering Services.

III. TASK SUMMARY, ADDITIONAL SPECIAL SERVICES.

- A. **Task Ten, Additional Engineering Services** – Consultant shall contract with Craig Olden, Inc. ("Craig Olden"), and ensure Craig Olden's completion of the following additional engineering services for the stream bank stabilization:

- 10.1 Field Reconnaissance – Craig Olden shall conduct field reconnaissance of the Project site;
- 10.2 Civil / Structural Design – Craig Olden shall perform civil / structural design and drafting of erosion control measures adjacent to the sewer crossing including plan view, sections and details.
- 10.3 Construction Documents – Craig Olden shall furnish one (1) original set of preliminary 60% and 90% construction documents for City review and comments. Upon final review and comments, Craig Olden will furnish one (1) original reproducible set of final sealed construction documents and electronic drawing file in AutoCAD 2010 format.
- 10.4 Opinion of Probable Construction Cost – Craig Olden shall furnish a Consultant's Opinion of Probable Construction Cost (OPCC) for the stream bank stabilization along with the 60%, 90% and final construction documents.
- 10.5 Technical Specifications – Craig Olden shall furnish an electronic file and one (1) hard copy set of technical specifications to Consultant for inclusion in the bid documents for the Project. Final editing and formatting of the technical specifications to meet the City's standard format shall be completed by Consultant.

EXHIBIT "H"
SCOPE OF ADDITIONAL SERVICES, DATED JANUARY 29, 2010

10.6 Bid Item Schedule – Craig Olden shall furnish to Consultant a preliminary recommended bid item schedule, including quantities, in Microsoft Word (.doc) format.

B. Task Eleven, Additional Surveying Services for Project Realignment – Consultant shall perform additional surveying services to complete the following additional services due to modifying the alignment of the Project to extend to North County Road:

11.1 Consultant shall prepare a maximum of twenty (20) additional easement descriptions and exhibits for City within the Scope of Additional Services.

C. Task Twelve, Additional Surveying Services for Stream Bank Restoration Area – Consultant shall perform additional surveying services to complete additional upstream surveying of the aerial crossing area.

D. Task Thirteen, Structural Design Services – Consultant shall revise the structural design for the aerial crossing, incorporating the work performed by Craig Olden as applicable (as determined by City and Consultant).

IV. ITEMS NOT INCLUDED IN THE SCOPE OF ADDITIONAL SERVICES.

A. Services not included in the Scope of Additional Services – City and Consultant agree that the following services are beyond the Scope of Additional Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Scope of Additional Services for Project in relation to Article 3, Section 3.1.4 of the Standard Form Agreement – Relating to the Project, the parties agree that at the time of the execution of the Amendment Number One, the requirements of the Barriers Act are not applicable to the Scope of Additional Services to be performed by Consultant under this Agreement.
2. Right-of-Way parcel descriptions, excluding sewer easements that may be necessary (as determined by City and Consultant).
3. Drainage plans or drainage design, including drainage area map.
4. Detailed construction staking.
5. Full-time construction inspection services.
6. Internal inspection of sanitary sewer lines.
7. Trench excavation safety plan.
8. Obtaining access or right of entry onto private property that is either in or out of an existing easement.

EXHIBIT "H"
SCOPE OF ADDITIONAL SERVICES, DATED JANUARY 29, 2010

9. Review of Contractor's monthly and final payment requests and preparation of monthly estimates.
10. Utility locate services.
11. Traffic control plan.
12. Construction phasing plan.
13. Structural design, other than one (1) creek crossing.
14. HEC II and Hydraulic Studies.
15. Creek bed/ bank stabilization.
16. Drainage studies.
17. Public meetings.
18. Tree survey.
19. Permits required for construction.
20. Storm Water Pollution Prevention Plans (SWPPP).
21. Environmental Studies.

V. DELIVERABLES.

- A. **Required Deliverables** – At the completion of Task Nine (9) through Task Thirteen (13), Consultant shall ensure the delivery of the following products to the City:
1. Consultant shall provide the City with final utility and construction easement documents.
 2. Consultant shall incorporate the work performed as defined under Task Ten (10), Task Eleven (11), Task Twelve (12) and Task Thirteen (13) into the final design documents for City review and comment.

EXHIBIT "I"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET
FOR THE SCOPE OF ADDITIONAL SERVICES, DATED JANUARY 29, 2010

Amendment Number One to an Agreement
by and between the City of Frisco, Texas (City)
and Burgess and Niple, Inc. (Consultant)
for the Cottonwood Creek Sanitary Sewer Improvements (Project)

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
March 2, 2010	--	City Council approval of a Resolution authorizing the City Manager to execute Amendment Number One; City issues Notice to Proceed to Consultant.
March 16, 2010	--	Consultant's receipt of fully executed Amendment Number One.
April 30, 2010	\$ 8,000.00	Task Eleven, Additional Surveying Services for Project Realignment (Task complete and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).
April 30, 2010	\$ 5,000.00	Task Twelve, Additional Surveying Services for Stream Bank Restoration (Task complete and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).
May 31, 2010	\$ 5,500.00	Task Nine, Design Modifications (Task complete and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).
May 31, 2010	\$ 15,000.00	Task Ten, Additional Engineering Services (Task complete and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).
May 31, 2010	\$ 2,000.00	Task Thirteen, Structural Design Services (Task complete and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).
GRAND TOTAL, CONSULTANT'S FEE (LUMP-SUM, NOT-TO-EXCEED)	\$ 35,500.00	--

EXHIBIT "I"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET
FOR THE SCOPE OF ADDITIONAL SERVICES, DATED JANUARY 29, 2010

II. PROJECT BUDGET SUMMARY.

A. Basic Services.

- | | |
|---|--------------------|
| 1. Additional Engineering Services. | \$ 5,500.00 |
| 2. <u>Subtotal, Basic Services (Lump-Sum, Not-to-Exceed).</u> | <u>\$ 5,500.00</u> |

B. Special Services.

- | | |
|---|---------------------|
| 1. Additional Engineering Services. | \$ 15,000.00 |
| 2. Additional Surveying Services for Project Realignment. | \$ 8,000.00 |
| 3. Additional Surveying Services for Stream Bank Restoration. | \$ 5,000.00 |
| 4. Structural Design Services. | \$ 2,000.00 |
| 5. <u>Subtotal, Special Services (Lump-Sum, Not-to-Exceed).</u> | <u>\$ 30,000.00</u> |

C. Direct Expenses.

- | | |
|--|----------------|
| 1. <u>Subtotal, Direct Expenses (Not-to-Exceed).</u> | <u>\$ 0.00</u> |
|--|----------------|

- | | |
|--|---------------------|
| D. <u>Grand Total, Amendment Number One (Lump-Sum, Not-to-Exceed).</u> | <u>\$ 35,500.00</u> |
|--|---------------------|

EXHIBIT "I"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET
FOR THE SCOPE OF ADDITIONAL SERVICES, DATED JANUARY 29, 2010

III. SUMMARY OF PROJECT BUDGET REVISIONS.

Task	Description	Original Agreement	Amendment Number One	Revised Project Budget
	<u>Basic Services</u>			
1	Project Data Collection	\$ 800.00	\$ -	\$ 800.00
2	Preliminary Design	\$ 15,652.00	\$ -	\$ 15,652.00
3	Final Design	\$ 1,500.00	\$ -	\$ 1,500.00
4	Bid Phase Services	\$ 1,000.00	\$ -	\$ 1,000.00
5	Construction Administration Services	\$ 500.00	\$ -	\$ 500.00
6	Completion of Record Documents	\$ 1,878.00	\$ -	\$ 1,878.00
9	Design Modifications	\$ -	\$ 5,500.00	\$ 5,500.00
	<u>Subtotal, Basic Services</u>	<u>\$ 21,330.00</u>	<u>\$ 5,500.00</u>	<u>\$ 26,830.00</u>
	<u>Special Services</u>			
7	Surveying Services	\$ 14,200.00	\$ -	\$ 14,200.00
8	Geotechnical Services	\$ 2,020.00	\$ -	\$ 2,020.00
10	Additional Engineering Services	\$ -	\$ 15,000.00	\$ 15,000.00
11	Additional Surveying Services for Project Realignment	\$ -	\$ 8,000.00	\$ 8,000.00
12	Additional Surveying Services for Stream Bank Restoration		\$ 5,000.00	\$ 5,000.00
13	Structural Design Services	\$ -	\$ 2,000.00	\$ 2,000.00
	<u>Subtotal, Special Services</u>	<u>\$ 16,220.00</u>	<u>\$ 30,000.00</u>	<u>\$ 46,220.00</u>
	<u>Direct Expenses</u>			
	<u>Subtotal, Direct Expenses</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Project Budget, Grand Total</u>		<u>\$ 37,550.00</u>	<u>\$ 35,500.00</u>	<u>\$ 73,050.00</u>
<u>(Lump-Sum, Not-to-Exceed)</u>				